

DEED OF TRUST - MISSISSIPPI

BK 1069 PG 0542

STATE MS. - DESOTO CO.

FILED

Grantors: BILLY R. HAWKINS AND WIFE KATHERINE J HAWKINS

Lender: Norwest Financial Nevada 2, Inc. 775 GOODMAN RD STE 3 SOUTHAVEN MS 38671

Trustee: IRI STATE

Dec 30 3 13 PM '98

BK 1069 PG 542

This Deed of Trust, made this 28 day of DECEMBER, 1998, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount of \$173160.00 (Total of Payments), evidencing a loan in the amount of \$84616.31 (Amount Financed), made to Grantors by Lender. Said Note is payable in 962.00 monthly instalments. The first instalment due date is FEBRUARY 2 1999. Other instalments are payable on the same day of each succeeding month. The Agreed Rate of Interest per year applicable to said loan and Note is 9.15 %.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$100,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in Desoto County, State of Mississippi:

SEE ATTACHMENT A

Parcel # 2074 - 1900 - C - 00027-00

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Billy R. Hawkins GRANTOR **◀SIGN HERE**  
Katherine J. Hawkins GRANTOR **◀SIGN HERE**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

SS.

Personally appeared before me, the undersigned authority, the within named BILLY R HAWKINS AND WIFE KATHERINE J HAWKINS who

acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this 28 day DECEMBER, 19 98

My commission expires MY COMMISSION EXPIRES MAR. 5, 2001

NOTARY PUBLIC

This instrument was prepared by BARBARA THOMPSON of Norwest Financial Nevada 2, Inc., 775 GOODMAN RD STE 3 SOUTHAVEN Mississippi. (ADDRESS) 601-349-0229 38671

FROM: DUNE DRIVE REDEMPTION

PARA NO.: 2010027000

Commitment No.: \_\_\_\_\_

Owners Policy No.: BK1069PG0543

Loan Policy No.: \_\_\_\_\_

**SCHEDULE A**

The land referred to in this commitment/policy is situated in the State of \_\_\_\_\_, County of \_\_\_\_\_ and is described as follows:

2.9 Acres, being a part of the Wilburn R. Nails original 10.194 acres of land located in the Southeast Quarter of Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows:

Begin at the southeast corner of Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi; thence Northwardly with the east line of Section 19, 449.25 feet to a point; thence South 85 degrees 04 minutes 40 seconds West 40 feet to a point on the west right-of-way line of Swinnea Road; thence North 03 degrees 19 minutes 10 seconds West with said west right-of-way line 407.42 feet to a point being the northeast corner of the Wilburn R. Nails tract and being the POINT OF BEGINNING of the herein described tract; thence South 84 degrees 59 minutes 10 seconds West 618.90 feet to a point; thence South 02 degrees 22 minutes 10 seconds East 204.28 feet to a point; thence North 84 degrees 56 minutes 44 seconds East 622.31 feet to a point; thence North 03 degrees 19 minutes 10 seconds West 203.71 feet to the POINT OF BEGINNING of the herein described tract, thus describing 2.9 acres, and being part of the Wilburn R. Nails 10.194 acre tract being subject to all codes, subdivision covenants and revisions, easements and right-of-ways. As shown on plat made by Smith Engineering Co., Inc., dated July 19, 1985.

This being the same property conveyed to Billy R. Hawkins and wife, Katherine J. Hawkins, as joint tenants with full rights of survivorship and not as tenants in common, from Wilburn R. Nails and wife, Virdie J. Nails, by deed dated October 24, 1997, filed on October 29, 1997, in Book 324, Page 58, recorded in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel No.: 2074-1900.0-00027.00

Property also known as: 2149 Swinnea Road, Hattit, Mississippi 38651